

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN - MODIFIED  
AND RELATED MOTIONS

Name of Debtor(s): **Jermaine Algenon Johnson**  
**Elona Nachay Johnson**

Case No: **16-30944-KRH**

This plan, dated **July 6, 2018**, is:

- ☐ the *first* Chapter 13 plan filed in this case.  
☒ a modified Plan, which replaces the  
☒ confirmed or ☐ unconfirmed Plan dated **October 18, 2016**.

Date and Time of Modified Plan Confirmation Hearing:

**August 15, 2018 at 11:10 AM**

Place of Modified Plan Confirmation Hearing:

**701 E. Broad St., Rm 5000, Richmond, VA**

The Plan provisions modified by this filing are:

**All sections renumbered to conform to local form plan; 2: Modify Funding of Plan; 3-B: Omit Claims under 11 U.S.C. 507; 3-C: Provide for Claims under 11 U.S.C. 507(a)(1); 6-A: Provide for Long-Term Payment Obligations; 12: Omit Nonstandard Plan Provisions**

Creditors affected by this modification are:

**DCSE, ACS, Navient, Department of Education**

**1. Notices**

**To Creditors:**

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

2. **Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of **\$474.23 per month for 29 months, then \$800.00 per month for 31 months.**

Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ **38,552.67**.

3. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums

received under the plan.

2. Check one box:

☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 4,801.00, balance due of the total fee of \$ 5,100.00 concurrently with or prior to the payments to remaining creditors.

☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
<b>County of Chesterfield</b>	<b>Taxes and certain other debts</b>	<b>632.89</b>	<b>11.51</b> <b>55 months</b>
<b>County of Prince George</b>	<b>Taxes and certain other debts</b>	<b>386.44</b>	<b>7.03</b> <b>55 months</b>

**C. Claims under 11 U.S.C. § 507(a)(1).**

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
<b>DCSE</b>	<b>Domestic support obligations</b>	<b>3,129.48</b>	<b>Prorata</b> <b>27 months</b>

**4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.**

The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
<b>-NONE-</b>				

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
<b>East End Auto Sales</b>	<b>2003 Ford Expedition 141,000 miles</b>	<b>6,175.00</b>	<b>4,300.00</b>

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
Langley Federal Credit Union	2013 Hyundai Sonata 50,000 miles Mrs. Johnson's mother will maintain direct payments on this vehicle.	16,850.00	25,791.00
Langley Federal Credit Union	2013 Hyundai Elantra 60,000 miles Mrs. Johnson's sister will maintain direct payments on this vehicle.	12,325.00	19,232.00

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
Argent Federal Credit Union	2014 Hyundai Elantra 46000 miles	110.00	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment &amp; Est. Term</u>
Argent Federal Credit Union	2014 Hyundai Elantra 46000 miles	22,325.00	4.5%	416.21 60months

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

**5. Unsecured Claims.**

**A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 7 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

**6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated

below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
ACS	Student Loan - Notice Only - \$64,000	0.00	0.00	0%	0months	

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage &amp; Est. Term</u>
-NONE-					

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment &amp; Term</u>
-NONE-				

**7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
Progressive Leasing	Reject contract - cell phones

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
-NONE-				

**8. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-				

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
<b>-NONE-</b>			

**9. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

**10. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

**11. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

**12. Nonstandard Plan Provisions**

■ None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Dated: July 6, 2018

/s/ Jermaine Algenon Johnson  
Jermaine Algenon Johnson  
Debtor 1

/s/ Stephen F. Relyea  
Stephen F. Relyea 77236  
Debtors' Attorney

/s/ Elona Nachay Johnson  
Elona Nachay Johnson  
Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

Certificate of Service

I certify that on July 6, 2018, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Stephen F. Relyea  
Stephen F. Relyea 77236  
Signature

P. O. Box 11588  
Richmond, VA 23230  
Address

(804) 358-9900  
Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on July 6, 2018 true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

- ☐ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or  
☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Stephen F. Relyea  
Stephen F. Relyea 77236

Fill in this information to identify your case:

Debtor 1 Jermaine Algenon Johnson

Debtor 2 Elona Nachay Johnson  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 16-30944-KRH  
(If known)

Check if this is:

- ☒ An amended filing
- ☒ A supplement showing postpetition chapter 13 income as of the following date:

7/05/2018  
MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

How long employed there?

Debtor 1

- ☐ Employed
- ☒ Not employed

Unemployed

Debtor 2 or non-filing spouse

- ☒ Employed
- ☐ Not employed

School Teahcer

Hopewell Public School

103 N. 12th Street  
Hopewell, VA 23860

08/23/2011

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>0.00</u>	\$ <u>3,725.66</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>0.00</u>	\$ <u>3,725.66</u>

Debtor 1 **Jermaine Algenon Johnson**  
Debtor 2 **Elona Nachay Johnson**

Case number (if known) **16-30944-KRH**

		For Debtor 1	For Debtor 2 or non-filing spouse
<b>Copy line 4 here</b> .....	4.	\$ <b>0.00</b>	\$ <b>3,725.66</b>
<b>5. List all payroll deductions:</b>			
5a. <b>Tax, Medicare, and Social Security deductions</b>	5a.	\$ <b>0.00</b>	\$ <b>607.34</b>
5b. <b>Mandatory contributions for retirement plans</b>	5b.	\$ <b>0.00</b>	\$ <b>0.00</b>
5c. <b>Voluntary contributions for retirement plans</b>	5c.	\$ <b>0.00</b>	\$ <b>186.28</b>
5d. <b>Required repayments of retirement fund loans</b>	5d.	\$ <b>0.00</b>	\$ <b>0.00</b>
5e. <b>Insurance</b>	5e.	\$ <b>0.00</b>	\$ <b>253.04</b>
5f. <b>Domestic support obligations</b>	5f.	\$ <b>0.00</b>	\$ <b>0.00</b>
5g. <b>Union dues</b>	5g.	\$ <b>0.00</b>	\$ <b>0.00</b>
5h. <b>Other deductions. Specify: <u>Minn Life</u></b>	5h.+	\$ <b>0.00</b>	\$ <b>3.44</b>
<b>HSA</b>		\$ <b>0.00</b>	\$ <b>216.66</b>
<b>United Way</b>		\$ <b>0.00</b>	\$ <b>5.00</b>
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <b>0.00</b>	\$ <b>1,271.76</b>
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7.	\$ <b>0.00</b>	\$ <b>2,453.90</b>
<b>8. List all other income regularly received:</b>			
8a. <b>Net income from rental property and from operating a business, profession, or farm</b> Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ <b>0.00</b>	\$ <b>0.00</b>
8b. <b>Interest and dividends</b>	8b.	\$ <b>0.00</b>	\$ <b>0.00</b>
8c. <b>Family support payments that you, a non-filing spouse, or a dependent regularly receive</b> Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ <b>0.00</b>	\$ <b>0.00</b>
8d. <b>Unemployment compensation</b>	8d.	\$ <b>0.00</b>	\$ <b>0.00</b>
8e. <b>Social Security</b>	8e.	\$ <b>0.00</b>	\$ <b>0.00</b>
8f. <b>Other government assistance that you regularly receive</b> Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f.	\$ <b>0.00</b>	\$ <b>0.00</b>
8g. <b>Pension or retirement income</b>	8g.	\$ <b>0.00</b>	\$ <b>0.00</b>
8h. <b>Other monthly income. Specify: <u>Federal and State Tax Refunds</u></b>	8h.+	\$ <b>489.00</b>	\$ <b>0.00</b>
<b>Tutoring Income</b>		\$ <b>0.00</b>	\$ <b>600.00</b>
<b>Anticipated Employment Income</b>		\$ <b>800.00</b>	\$ <b>0.00</b>
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <b>1,289.00</b>	\$ <b>600.00</b>
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ <b>1,289.00</b>	\$ <b>3,053.90</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11.	+\$ <b>0.00</b>	
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ <b>4,342.90</b>	
<b>Combined monthly income</b>			
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: _____			



Fill in this information to identify your case:

Debtor 1 Jermaine Algenon Johnson

Debtor 2 Elona Nachay Johnson  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 16-30944-KRH  
(If known)

Check if this is:

- ☒ An amended filing
- ☒ A supplement showing postpetition chapter 13 expenses as of the following date:

7/05/2018

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Daughter

15 Years

☐ No

☒ Yes

Daughter

17 years

☐ No

☒ Yes

Son

20 Years

☐ No

☒ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 550.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Jermaine Algenon Johnson**  
 Debtor 2 **Elona Nachay Johnson**

Case number (if known) **16-30944-KRH**

**6. Utilities:**

6a. Electricity, heat, natural gas	6a. \$	<b>300.00</b>
6b. Water, sewer, garbage collection	6b. \$	<b>130.00</b>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<b>450.00</b>
6d. Other. Specify: _____	6d. \$	<b>0.00</b>

**7. Food and housekeeping supplies**

7. \$ **831.00**

**8. Childcare and children's education costs**

8. \$ **0.00**

**9. Clothing, laundry, and dry cleaning**

9. \$ **50.00**

**10. Personal care products and services**

10. \$ **75.00**

**11. Medical and dental expenses**

11. \$ **50.00**

**12. Transportation.** Include gas, maintenance, bus or train fare.

Do not include car payments.

12. \$ **250.00**

**13. Entertainment, clubs, recreation, newspapers, magazines, and books**

13. \$ **0.00**

**14. Charitable contributions and religious donations**

14. \$ **200.00**

**15. Insurance.**

Do not include insurance deducted from your pay or included in lines 4 or 20.

15a. Life insurance 15a. \$ **0.00**

15b. Health insurance 15b. \$ **0.00**

15c. Vehicle insurance 15c. \$ **243.00**

15d. Other insurance. Specify: \_\_\_\_\_ 15d. \$ **0.00**

**16. Taxes.** Do not include taxes deducted from your pay or included in lines 4 or 20.

Specify: \_\_\_\_\_

16. \$ **0.00**

**17. Installment or lease payments:**

17a. Car payments for Vehicle 1 17a. \$ **348.00**

17b. Car payments for Vehicle 2 17b. \$ **0.00**

17c. Other. Specify: \_\_\_\_\_ 17c. \$ **0.00**

17d. Other. Specify: \_\_\_\_\_ 17d. \$ **0.00**

**18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).**

18. \$ **0.00**

**19. Other payments you make to support others who do not live with you.**

\$ **0.00**

Specify: \_\_\_\_\_

19.

**20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.**

20a. Mortgages on other property 20a. \$ **0.00**

20b. Real estate taxes 20b. \$ **0.00**

20c. Property, homeowner's, or renter's insurance 20c. \$ **0.00**

20d. Maintenance, repair, and upkeep expenses 20d. \$ **0.00**

20e. Homeowner's association or condominium dues 20e. \$ **0.00**

**21. Other:** Specify: **Miscellaneous Expenses**

21. +\$ **65.00**

**22. Calculate your monthly expenses**

22a. Add lines 4 through 21.

22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2

22c. Add line 22a and 22b. The result is your monthly expenses.

\$	<b>3,542.00</b>
\$	
\$	<b>3,542.00</b>

**23. Calculate your monthly net income.**

23a. Copy line 12 (*your combined monthly income*) from Schedule I.

23a. \$ **4,342.90**

23b. Copy your monthly expenses from line 22c above.

23b. -\$ **3,542.00**

23c. Subtract your monthly expenses from your monthly income.  
 The result is your *monthly net income*.

23c. \$ **800.90**

**24. Do you expect an increase or decrease in your expenses within the year after you file this form?**

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☒ No.

☐ Yes.

Explain here: \_\_\_\_\_

Label Matrix for local noticing  
0422-3  
Case 16-30944-KRH  
Eastern District of Virginia  
Richmond  
Thu Jul 5 15:36:59 EDT 2018

Commonwealth of Virginia, Dept. of Social Se  
Bankruptcy Unit  
2001 Maywill Street  
Suite 200  
Richmond, VA 23230-3236

United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219-1888

ACS  
Re:  
P.O. Box 7051  
Utica, NY 13504-7051

Advance Til Payday  
4311 Nine Mile Road  
Richmond, VA 23223-4920

Argent Federal Credit Union  
Re: Bankruptcy  
P.O. Box 72  
Chesterfield, VA 23832-0900

Arianna T. Mccray  
4601 Woods Edge Road  
Colonial Heights, VA 23834-0000

BLUE RIDGE FUNDING on behalf of Educational  
Credit Management Corporation/VA  
c/o Educational Credit Management Corpor  
PO BOX 16408  
St. Paul, MN 55116-0408

Ballato Law Firm, PC  
203 East Cary Street  
Suite 226  
Richmond, VA 23219-3798

Best Buy/ CBNA  
P.O. Box 6497  
Sioux Falls, SD 57117-6497

Bestway RTO  
c/o Gregory K. Pugh, P.C.  
2404 Princess Anne Road  
Virginia Beach, VA 23456-3409

Capital One Bank (USA) N.A.  
P.O. Box 70884  
Charlotte, NC 28272-0884

Chris Smith  
5209 9 Mile Road  
Richmond, VA 23223-3313

City of Richmond - Utilities  
730 E. Broad Street, Rm 102  
Richmond, VA 23219-1861

(p)COMCAST  
676 ISLAND POND RD  
MANCHESTER NH 03109-4840

Comenity/Victoria's Secret  
Attn: Bankruptcy Dept  
220 W. Schrock Road  
Westerville, OH 43081-2873

Commonwealth of VA  
Office of the Attorney General  
DCSE - Bankruptcy Unit  
2001 Maywill St. Ste. 200  
Richmond, VA 23230-3236

Commonwealth of Virginia  
Henrico County GDC  
P. O. Box 90775  
Henrico, VA 23273-0775

County of Chesterfield  
Treasurer  
P.O. Box 40  
Chesterfield, VA 23832-0903

County of Prince George  
Office of the Commissioner  
P.O. Box 155  
Prince George, VA 23875-0155

Credit One Bank  
PO Box 60500  
City Of Industry, CA 91716-0500

Darmar II  
605 Lynnhaven Pkwy Suite 200  
Virginia Beach, VA 23452-7484

(p)DELL FINANCIAL SERVICES  
P O BOX 81577  
AUSTIN TX 78708-1577

Delta Dental  
Re: Bankruptcy  
4818 Starkey Road S.W.  
Roanoke, VA 24018-8510

Department of Education  
900 Commerce Drive, Suite 320  
Oak Brook, IL 60523-8829

Div. of Child Support Services  
NH Department of H & H S  
30 Maplewood Avenue  
Portsmouth, NH 03801-3712

(p)DIVISION OF CHILD SUPPORT ENFORCEMENT  
BANKRUPTCY UNIT  
2001 MAYWILL STREET STE 200  
RICHMOND VA 23230-3236

EAST END AUTO SALES, INC.  
3114 WILLIAMSBURG RD.  
RICHMOND, VA 23231-2232

East End Auto Sales  
12219 Washington Hwy  
Ashland, VA 23005-7645

First National Collection Bure  
610 Waltham Way  
Sparks, NV 89434-6695

John Randolph Medical Center  
PO Box 13620  
Richmond, VA 23225-8620

John Randolph Medical Center  
Resurgent Capital Services  
PO Box 1927  
Greenville, SC 29602-1927

LVNV Funding, LLC its successors and assigns  
assignee of FNEM, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Langley Federal Credit Union  
Re: Bankruptcy  
P.O. 7463  
Hampton, VA 23666-0463

Lydia Mccray  
4601 Woods Edge Road  
Colonial Heights, VA 23834-0000

M. Richard Epps, P.C.  
Re:  
605 Lynnhaven Pkwy #200  
VA Beach, VA 23452-7484

MERRICK BANK  
Resurgent Capital Services  
PO Box 10368  
Greenville, SC 29603-0368

Merrick Bank  
Attn: Bankruptcy Dept.  
PO Box 9201  
Old Bethpage, NY 11804-9001

Midland Funding LLC  
PO Box 2011  
Warren MI 48090-2011

NPRT0 South-East, LLC  
256 West Data Drive  
Draper, UT 84020-2315

Navient  
P.O. Box 9635  
Wilkes Barre, PA 18773-9635

Navient Solutions Inc. on behalf of  
Department of Education Services  
P.O. Box 9635  
Wilkes-Barre PA. 18773-9635

Navient Solutions, Inc. on behalf of  
Educational Credit Management Corporatio  
PO BOX 16408  
St. Paul, MN 55116-0408

North Shore Agency, Inc.  
RE: Bankruptcy  
5626 Frantz Road  
Dublin, OH 43017-1559

Office of the US Trustee  
701 E. Broad Street  
Room 4304  
Richmond, VA 23219-1885

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Progressive Leasing  
256 W Data Drive #100  
Draper, UT 84020-2315

Quantum3 Group LLC as agent for  
Comenity Bank  
PO Box 788  
Kirkland, WA 98083-0788

Rewards 660  
PO Box 23069  
Columbus, GA 31902-3069

Richmond Emergency Physicians  
PO Box 79013  
Baltimore, MD 21279-0013

SYNCB/Car Care One  
C/O PO Box 965036  
Orlando, FL 32896-0001

Sprint  
Attn: Bankruptcy Dept  
12502 Sprint  
Reston, VA 20196-0001

(p)SPRINT NEXTEL CORRESPONDENCE  
ATTN BANKRUPTCY DEPT  
PO BOX 7949  
OVERLAND PARK KS 66207-0949

St. Mary's Hospital  
Attn: Bankruptcy Dept  
P.O. Box 100767  
Atlanta, GA 30384-0767

(p)T MOBILE  
C O AMERICAN INFOSOURCE LP  
4515 N SANTA FE AVE  
OKLAHOMA CITY OK 73118-7901

TREASURER PRINCE GEORGE COUNTY  
JEAN N. BARKER, TREASURER  
PO BOX 156  
PRINCE GEORGE, VA 23875-0156

Treasurer Chesterfield County  
Attn: Laura Saxon  
PO Box 70  
Chesterfield VA 23832-0906

U.S. Attorney's Office  
919 East Main Street, Suite 1900  
Richmond, VA 23219-4625

U.S.Department of Education  
C/O FedLoan Servicing  
P.O.Box 69184  
Harrisburg PA 17106-9184

Verizon Wireless  
500 Technology Drive  
Suite 550  
Saint Charles, MO 63304-2225

Elona Nachay Johnson 7315 John Elizabeth Place Prince George, VA 23875-1829	Emily Connor Kennedy Boleman Law Firm, P.C. P.O. Box 11588 Richmond, VA 23230-1588	Jermaine Algenon Johnson 7315 John Elizabeth Place Prince George, VA 23875-1829
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Laura Taylor Alridge Boleman Law Firm, P.C. P.O. Box 11588 Richmond, VA 23230-1588	Mark C. Leffler Boleman Law Firm, P.C. P.O. Box 11588 Richmond, VA 23230-1588	Patrick Thomas Keith Boleman Law Firm, PC P.O. Box 11588 Richmond, VA 23230-1588
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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Comcast Attn: Bankruptcy Dept PO Box 3012 Southeastern, PA 19398-3012	Dell Financial Services, LLC Resurgent Capital Services PO Box 10390 Greenville, SC 29603-0390	Division of Child Support Enforcement Commonwealth of Va., Dept. of Social Scv Virginia Div of Child Support Enforcemen 2001 Maywill St. Ste 200 Richmond, VA 23230
Portfolio Recovery Associates, LLC POB 41067 Norfolk VA 23541	Sprint Corp. Attn Bankruptcy Dept PO Box 7949 Overland Park KS 66207-0949	T-Mobile Re: Bankruptcy P.O. Box 37380 Albuquerque, NM 87176-7380

(d)WEBBANK/DFS  
1 Dell Way  
Round Rock, TX 78682-0000

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Midland Credit Management, Inc., as Agent	End of Label Matrix	
	Mailable recipients	68
	Bypassed recipients	1
	Total	69